

EXHIBIT 17

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WILLIAM MCNAE and RONDA MCNAE,

Plaintiffs,

v.

ARAG INSURANCE COMPANY,

Defendant.

Case No. 2:24-cv-00211-TL

**DEFENDANT ARAG INSURANCE COMPANY’S RESPONSES
AND OBJECTIONS TO PLAINTIFFS’ SECOND SET OF
INTERROGATORIES AND REQUESTS FOR PRODUCTION**

Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure, Defendant ARAG Insurance Company (“ARAG”) responds and objects to Plaintiffs’ Second Set of Interrogatories and Requests for Production as follows.

OBJECTIONS TO PRELIMINARY STATEMENT AND DEFINITIONS

ARAG objects to the Preliminary Statement and to the Definitions to the extent either seeks to enlarge ARAG’s obligations beyond those provided for in the Federal Rules of Civil Procedure and/or the Local Rules of the Western District of Washington.

ARAG objects to the Definition of “Policy” as vague and ambiguous. For purposes of providing the within responses and objections to Plaintiffs’ discovery requests, ARAG has

1 construed the term “Policy” to refer to the Certificate of Insurance issued under the Microsoft
 2 Corporation Legal Expense Insurance Plan with policy period January 1, 2022 to December 31,
 3 2022, which certificate ARAG has produced in this litigation as ARAG002934-ARAG002969.

4 ARAG objects to the Definition of “Subject Claim” as vague and ambiguous. For
 5 purposes of providing the within responses and objections to Plaintiffs’ discovery requests,
 6 ARAG has construed the term “Subject Claim” to refer to Plaintiffs’ claim under the Policy
 7 with respect to *Michael Fitzgerald et al. v. Ronda McNae et al.*, No. 1:22-cv-22171, United
 8 States District Court for the Southern District of Florida.

9 ARAG objects to the Definition of “Relevant Period” to the extent it asserts the
 10 relevance of, or calls upon ARAG to produce, information or documents from “five years
 11 preceding the date of loss to the present.” That said, none of Plaintiffs’ discovery requests
 12 appear to incorporate the term.

13 **RESPONSES AND OBJECTIONS**

14 **INTERROGATORY NO. 8:** If You contend that the Policy or subject claim is
 15 governed by ERISA, state all facts and identify all documents relied on in support of that
 16 contention.

17 **Response to Interrogatory No. 8:** ARAG objects that the interrogatory is a broad
 18 contention interrogatory and lacks proportionality because it purports to require ARAG to
 19 provide a detailed narrative and analysis of its defensive case, notwithstanding that it is
 20 Plaintiffs’ burden to establish liability, if any. ARAG objects that this contention interrogatory
 21 is premature because discovery in this matter is in its early stages. ARAG objects that some
 22 documents and information bearing on the referenced issue may be outside ARAG’s
 23 possession, custody, control, and/or knowledge—and in some instances may be within
 24 Plaintiffs’ or Microsoft’s possession, custody, control, and/or knowledge.

1 ARAG objects that the interrogatory seeks disclosure of the mental impressions,
2 conclusions, opinions, or legal theories of counsel or other representatives of ARAG concerning
3 the litigation.

4 ARAG objects to the request to the extent it seeks information protected by the attorney-
5 client privilege, work product doctrine, or any other privileges.

6 Subject to and without waiver of any objections, ARAG states as follows and reserves
7 the right to amend and/or supplement this response:

8 ARAG incorporates herein by reference the contents of Defendant ARAG Insurance
9 Company's Motion for Leave to File Amended Answer Instanter (ECF 26), together with
10 Exhibits A, B, C, and D to the Declaration filed in support thereof (ECF 27.1, 27.2, 27.3, and
11 27.4, respectively).

12 Further responding, ARAG states that each year Microsoft would send the Summary
13 Plan Description (SPB) to ARAG to review, edit, update, and/or supplement the section in the
14 SPD regarding legal insurance. ARAG would make edits/revisions and comments and send the
15 marked up SPD back to Microsoft.

16 Further responding, ARAG states that each year ARAG provided Microsoft with
17 information necessary for Microsoft's completion of its Form 5500.

18 Further responding, ARAG states that it prepared customized open enrollment materials
19 for Microsoft, created marketing materials specific to Microsoft's legal plan, customized New
20 Member on-boarding materials, etc.

21 **REQUEST FOR PRODUCTION NO. 21:** Produce all documents identified in the
22 preceding interrogatory.

23 **Response to Request for Production No. 21:** ARAG incorporates by reference the
24 objections stated in the response to Interrogatory No. 8.

1 Subject to and without waiving any objections, ARAG has conducted a reasonable
2 search and will produce all non-privileged/non-work-product documents responsive to the
3 request within a mutually agreed reasonable time. ARAG reserves the right to amend and/or
4 supplement this response and/or the associated production(s).

5 **REQUEST FOR PRODUCTION NO. 22:** Produce all documents reflecting any
6 analysis of the application of ERISA to the Policy or the subject claim.

7 **Response to Request for Production No. 22:** ARAG objects that the interrogatory
8 seeks disclosure of the mental impressions, conclusions, opinions, or legal theories of counsel
9 or other representatives of ARAG concerning the litigation.

10 ARAG objects to the request to the extent it seeks information protected by the attorney-
11 client privilege, work product doctrine, or any other privileges.

12 Subject to and without waiving any objections, ARAG has conducted a reasonable
13 search and will produce all non-privileged/non-work-product documents responsive to the
14 request within a mutually agreed reasonable time. ARAG reserves the right to amend and/or
15 supplement this response and/or the associated production(s).

16 **REQUEST FOR PRODUCTION NO. 23:** Produce all documents relating to the
17 underwriting of the Policy.

18 **Response to Request for Production No. 23:** ARAG objects that the request, by
19 seeking “all documents” relating to the underwriting of the Policy, lacks proportionality and
20 seeks many documents not relevant to any party’s claims or defenses. ARAG is not withholding
21 any specific documents based on these objections but has accounted for them in determining
22 the scope of its reasonable obligations under Fed. R. Civ. P. 26(b)(1).

23 ARAG objects to the request to the extent it seeks information protected by the attorney-
24 client privilege, work product doctrine, or any other privileges.

1 Subject to and without waiving any objections, ARAG has conducted a reasonable
2 search and will produce all non-privileged/non-work-product documents responsive to the
3 request within a mutually agreed reasonable time.

4 **REQUEST FOR PRODUCTION NO. 24:** Produce all documents relating to the
5 marketing of the Policy, including, without limitation, all communications with the Plaintiffs,
6 the Microsoft Corporation, or any employee welfare benefit plan.

7 **Response to Request for Production No. 24:** ARAG objects that the request, by
8 seeking “all documents” relating to the marketing of the Policy, lacks proportionality and seeks
9 many documents not relevant to any party’s claims or defenses. ARAG is not withholding any
10 specific documents based on these objections but has accounted for them in determining the
11 scope of its reasonable obligations under Fed. R. Civ. P. 26(b)(1).

12 ARAG objects that the request, to the extent it seeks communications with “any
13 employee welfare benefit plan” other than the Microsoft Corporation Welfare Plan, lacks
14 proportionality and seeks documents not relevant to any party’s claims or defenses.

15 ARAG objects to the request to the extent it seeks information protected by the attorney-
16 client privilege, work product doctrine, or any other privileges.

17 Subject to and without waiving any objections, ARAG has conducted a reasonable
18 search and will produce all non-privileged/non-work-product documents responsive to the
19 request within a mutually agreed reasonable time.

20 **REQUEST FOR PRODUCTION NO. 25:** Produce all documents relating to the sale
21 of the Policy to, or enrollment in coverage under the Policy of, the Plaintiffs, including, without
22 limitation, all communications with the Plaintiffs, the Microsoft Corporation, or any employee
23 welfare benefit plan.

1 **Response to Request for Production No. 25:** ARAG objects that the request, by
2 seeking “all documents” relating to the sale of the Policy to Plaintiffs and/or the enrollment of
3 Plaintiffs in the Policy, lacks proportionality and seeks many documents not relevant to any
4 party’s claims or defenses. ARAG is not withholding any specific documents based on these
5 objections but has accounted for them in determining the scope of its reasonable obligations
6 under Fed. R. Civ. P. 26(b)(1).

7 ARAG objects that the request, to the extent it seeks communications with “any
8 employee welfare benefit plan” other than the Microsoft Corporation Welfare Plan, lacks
9 proportionality and seeks documents not relevant to any party’s claims or defenses.

10 ARAG objects to the request to the extent it seeks information protected by the attorney-
11 client privilege, work product doctrine, or any other privileges.

12 Subject to and without waiving any objections, ARAG has conducted a reasonable
13 search and will produce all non-privileged/non-work-product documents responsive to the
14 request within a mutually agreed reasonable time.

15 **REQUEST FOR PRODUCTION NO. 26:** Produce all documents relating to the
16 conversion or continuation of coverage under the Policy, including, without limitation, all
17 communications with the Plaintiffs, the Microsoft Corporation, or any employee welfare benefit
18 plan.

19 **Response to Request for Production No. 26:** ARAG objects that the request, by
20 seeking “all documents” relating to conversion or continuation of coverage under the Policy,
21 lacks proportionality and seeks many documents not relevant to any party’s claims or defenses.
22 ARAG is not withholding any specific documents based on these objections but has accounted
23 for them in determining the scope of its reasonable obligations under Fed. R. Civ. P. 26(b)(1).
24

1 ARAG objects that the request, to the extent it seeks communications with “any
2 employee welfare benefit plan” other than the Microsoft Corporation Welfare Plan, lacks
3 proportionality and seeks documents not relevant to any party’s claims or defenses.

4 ARAG objects to the request to the extent it seeks information protected by the attorney-
5 client privilege, work product doctrine, or any other privileges.

6 Subject to and without waiving any objections, ARAG has conducted a reasonable
7 search and will produce all non-privileged/non-work-product documents responsive to the
8 request within a mutually agreed reasonable time.

9 **INTERROGATORY NO. 9:** Identify all premium, fee, or contribution payments made
10 in connection with the Policy by (a) nature of payment; (b) date; (c) payor; (d) dollar amount;
11 (e) recipient; and (f) method of payment.

12 **Response to Interrogatory No. 9:** ARAG objects that the interrogatory, to the extent
13 it seeks information concerning any premium, fee, or contribution payment not specific to
14 Plaintiffs, or seeks information concerning the specific payments made on behalf of Plaintiffs,
15 lacks proportionality and seeks substantial information not relevant to any party’s claims or
16 defenses.

17 Subject to and without waiver of any objections, ARAG states as follows and reserves
18 the right to amend and/or supplement this response:

19 Microsoft deducted monthly premium payments from enrolled employees’ paychecks
20 and, in turn, remitted the total monthly premium payments to ARAG. Said monthly premiums
21 were as follows:

22 2018: \$19.75/mo.

23 2019: \$19.75/mo.

24 2020: \$19.90/mo.

2021: \$19.90/mo.

2022: \$20.57/mo.

2023: \$20.57/mo.

REQUEST FOR PRODUCTION NO. 27: Produce all documents reflecting the payments identified in response to the foregoing interrogatory.

Response to Request for Production No. 27: ARAG objects that the request, to the extent it seeks information concerning any premium, fee, or contribution payment not specific to Plaintiffs, or seeks information concerning the specific payments made on behalf of Plaintiffs, lacks proportionality and seeks documents not relevant to any party's claims or defenses.

Subject to and without waiving any objections, ARAG will produce documents sufficient to show the total amount of premiums received from Microsoft in 2022 under the process described in the response to Interrogatory No. 9. ARAG reserves the right to amend and/or supplement this response and/or the associated production(s).

INTERROGATORY NO. 10: Identify all administrative responsibilities of Microsoft Corporation or the Microsoft Corporation Welfare Plan relating to the Policy or the subject claim.

Response to Interrogatory No. 10: ARAG objects that the interrogatory lacks proportionality to the extent it seeks identification of "all administrative responsibilities of Microsoft or the Microsoft Corporation Welfare Plan"—however slight, remote, nonspecific, or insignificant—with respect to the Policy or the Subject Claim. ARAG is not withholding any specific information based on these objections but has accounted for them in determining the scope of its reasonable obligations under Fed. R. Civ. P. 26(b)(1).

1 ARAG objects that some documents and information bearing on the referenced issue
2 may be outside ARAG's possession, custody, control, and/or knowledge—and in some
3 instances may be within Plaintiffs' or Microsoft's possession, custody, control, and/or
4 knowledge.

5 Subject to and without waiver of any objections, ARAG states as follows and reserves
6 the right to amend and/or supplement this response:

7 Microsoft Corporation's or the Microsoft Corporation Welfare Plan's administrative
8 responsibilities relating to the Policy or the subject claim included:

- 9 ▪ Providing/distributing ARAG legal insurance flyers to its employees;
- 10 ▪ Conducting annual open enrollment on its platform for its employees to sign up for
11 the various benefits/voluntary benefits the company offered, including ARAG legal
12 insurance;
- 13 ▪ Remitting to ARAG a member file listing those employees who enrolled in the legal
14 insurance during that year's open enrollment;
- 15 ▪ Deducting the monthly premium payment from the paychecks of those employees
16 who were enrolled in the legal insurance and remitting the total monthly premium
17 amount collected to ARAG along with a list of employees for whom the monthly
18 premium payment was for;
- 19 ▪ Informing ARAG when an employee enrolled in the legal plan was no longer
20 participating in the plan; and
- 21 ▪ Arranging for ARAG to conduct seminars for its employees regarding how ARAG
22 legal insurance works, coverages available, etc.

1 **REQUEST FOR PRODUCTION NO. 28:** Produce all documents relating to the
2 administrative responsibilities of Microsoft Corporation or the Microsoft Corporation Welfare
3 Plan relating to the Policy or the investigation of the subject claim.

4 **Response to Request for Production No. 28:** ARAG incorporates by reference the
5 objections stated in the response to Interrogatory No. 10.

6 Subject to and without waiving any objections, ARAG has conducted a reasonable
7 search and will produce all non-privileged/non-work-product documents responsive to the
8 request within a mutually agreed reasonable time. ARAG reserves the right to amend and/or
9 supplement this response and/or the associated production(s).

10 **REQUEST FOR PRODUCTION NO. 29:** Produce all policies, training, or
11 procedures intended to ensure compliance with ERISA and 29 CFR § 2560.503-1 in the
12 handling of the subject claim.

13 **Response to Request for Production No. 29:** ARAG has conducted a reasonable
14 search and will produce all non-privileged/non-work-product documents responsive to the
15 request within a mutually agreed reasonable time.

16 **INTERROGATORY NO. 11:** Identify all persons covered under the Policy and the
17 dates they became covered.

18 **Response to Interrogatory No. 11:** ARAG objects that the interrogatory, to the extent
19 it seeks information concerning any person(s) whose coverage from ARAG is not derivative of
20 the coverage conferred upon William McNae under the Policy, lacks proportionality and seeks
21 substantial information not relevant to any party's claims or defenses.

22 Subject to and without waiver of any objections, ARAG states as follows and reserves
23 the right to amend and/or supplement this response:
24

1 William McNae was enrolled in the Microsoft plans in effect for the years 1/1/2018
 2 through 9/30/2023. In addition to the Microsoft employee who enrolled in the plan, eligible
 3 dependents are also covered under the plan. The plan defines eligible dependents as: Spouse
 4 or both same and opposite sex domestic partner and children until the end of the month when
 5 they reach age 26 regardless of student or marital status. Incapacitated children age 26 and
 6 older are covered. An incapacitated dependent is one that is unable to sustain employment due
 7 to a developmental disability or physical handicap that existed before the child reached age 26.
 8 The individual is chiefly dependent on the member for support.

9 **INTERROGATORY NO. 12:** Identify all consideration paid to or received from
 10 Microsoft Corporation or the Microsoft Corporation Welfare Plan in connection with the
 11 Policy.

12 **Response to Interrogatory No. 12:** ARAG incorporates by reference the objections
 13 and responses stated in the response to Interrogatory No. 9. Subject to and without waiver of
 14 any objections, ARAG further states as follows and reserves the right to amend and/or
 15 supplement this response:

16 No consideration, aside from that identified in the response to Interrogatory No. 9, was
 17 paid to or received from Microsoft Corporation or the Microsoft Corporation Welfare Plan in
 18 connection with the Policy.

19 **REQUEST FOR PRODUCTION NO. 30:** Produce all documents reflecting any
 20 consideration paid to or received from Microsoft Corporation or the Microsoft Corporation
 21 Welfare Plan in connection with the Policy.

22 **Response to Request for Production No. 30:** ARAG incorporates by reference the
 23 objections and responses stated in the response to Interrogatory No. 12. Subject to and without
 24

1 waiver of any objections, ARAG further states as follows and reserves the right to amend and/or
2 supplement this response:

3 No consideration, aside from that identified in the response to Interrogatory No. 9, was
4 paid to or received from Microsoft Corporation or the Microsoft Corporation Welfare Plan in
5 connection with the Policy.

6 **INTERROGATORY NO. 13:** Identify the persons or entities responsible for payment
7 of benefits due under the Policy and the source of the funds used to make such payments.

8 **Response to Interrogatory No. 13:** ARAG objects that the interrogatory is vague and
9 unclear with respect to the phrases “responsible for payment of benefits due under the Policy”
10 and “source of the funds used to make such payments.” ARAG construes the former to include,
11 without limitation, responsibility that is delegated from an ERISA plan. ARAG construes both
12 to seek the identity of the entity directly issuing payment.

13 ARAG objects that the interrogatory, to the extent it seeks information concerning the
14 specific path of the particular funds used to make any payment, lacks proportionality and seeks
15 substantial information not relevant to any party’s claims or defenses.

16 Subject to and without waiver of any objections, ARAG states as follows and reserves
17 the right to amend and/or supplement this response:

18 ARAG incorporates its response to Interrogatory No. 9.

19 ARAG further states that its claims department processes claims and where appropriate
20 arranges for payment(s) to be issued. ARAG Insurance Company is the paying entity and
21 appears as such on the check/payment.

1 DATED: August 12, 2024, at Seattle, Washington.

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3
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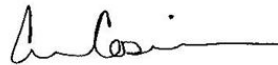
18 Columbus, OH 43215

19 Attorneys for Defendant, ARAG Insurance
20 Company

21 **VERIFICATION OF RESPONDING PARTY**

22 I declare under penalty of perjury that I am the General Counsel of Defendant and am
23 authorized to make the foregoing interrogatory answers. I declare that I have read the foregoing
24 interrogatory answers, know the contents thereof, and believe them to be true and correct.

Dated this 12th day of August, 2024.



By _____

Ann Cosimano

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the United States of America that, on the 12th day of August, 2024, the document attached hereto was delivered to the below counsel in the manner indicated:

Counsel for Plaintiffs

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- ☐ Via CM/ECF
- ☒ Via electronic mail
- ☐ Via U.S. Mail, postage prepaid
- ☐ Via Facsimile
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- ☐ Via Overnight delivery

DATED this 12th day of August, 2024, in Columbus, Ohio.

By /s/ Michael T. Mullaly
Michael T. Mullaly